IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE AUTOMOTIVE PARTS ANTITRUST LITIGATION	Master File No. 2:12-md-02311 Judge Marianne O. Battani Special Master Gene J. Esshaki
IN RE WIRE HARNESS SYSTEMS	Case No. 2:12-cv-00103
IN RE ALTERNATORS	Case No. 2:13-cv-00703
IN RE STARTERS	Case No. 2:13-cv-01103
IN RE IGNITION COILS	Case No. 2:13-cv-01403
IN RE HID BALLASTS	Case No. 2:13-cv-01703
IN RE ELECTRONIC POWERED STEERING ASSEMBLIES	Case No. 2:13-cv-01903
IN RE FUEL INJECTION SYSTEMS	Case No. 2:13-cv-02203
IN RE VALVE TIMING CONTROL DEVICES	Case No. 2:13-cv-02503
THIS DOCUMENT RELATES TO END-PAYOR ACTIONS	

END-PAYOR PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF PROPOSED AMENDED SETTLEMENT WITH MITSUBISHI ELECTRIC DEFENDANTS AND PROVISIONAL CERTIFICATION OF SETTLEMENT CLASSES

On April 15, 2016, End-Payor Plaintiffs ("EPPs") moved the Court for an order preliminarily approving a proposed settlement between EPPs and Mitsubishi Electric Corporation, Mitsubishi Electric US Holdings, Inc., and Mitsubishi Electric Automotive America, Inc. (together, "Mitsubishi Electric Defendants") and provisional certification of the proposed

Settlement Classes in the above-captioned cases.[1] EPPs then supplemented that Motion with information regarding allocation of the Settlement Amount among the above-captioned cases on May 9, 2016.[2] The Court entered an order granting the motion on June 8, 2016.[3]

On July 22, 2016, EPPs and the Mitsubishi Electric Defendants entered into an Amended Settlement Agreement (Ex. A). The Amended Settlement Agreement is substantively identical to the Settlement Agreement attached as Exhibit 1 to the Motion,[4] which the Court preliminarily approved. The only substantive change between the two agreements is the Amended Settlement Agreement removes references to, and the requirement of, a "trust" and "trustee" at paragraphs 38 and 40(f). Instead, the Amended Settlement Agreement replaces them with references to "escrow accounts" and "escrow agent," respectively.

Compare:

> Subject to the provisions hereof, the Mitsubishi Electric Defendants shall pay or cause to be paid the Settlement Amount. The Settlement Amount shall be paid in United States Dollars to a **trust** established under Delaware law (the "Settlement Funds") by Settlement Class Counsel . . .

Settlement Agreement at ¶ 38 (emphasis added).

> Subject to the provisions hereof, the Mitsubishi Electric Defendants shall pay or cause to be paid the Settlement Amount. The Settlement Amount shall be paid in

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[1] *See*, *e.g.*, Motion for Preliminary Approval of Proposed Settlement with Mitsubishi Electric Defendants and Provisional Certification of Settlement Classes, Case No. 2:12-cv-00103, ECF No. 451 (Apr. 15, 2016) ("Motion").

[2] *See*, *e.g.*, End-Payor Plaintiffs' Supplement to Motion for Preliminary Approval of Proposed Settlement with Mitsubishi Electric Defendants and Provisional Certification of Settlement Classes, Case No. 2:12-cv-00103, ECF No. 473 (May 9, 2016).

[3] *See*, *e.g.*, Order Granting End-Payor Plaintiffs' Motion for Preliminary Approval of Proposed Settlement with Mitsubishi Electric Defendants and Provisional Certification of Settlement Classes, Case No. 2:12-cv-00103, ECF No. 488 (June 8, 2016) ("Order").

[4] *See*, *e.g.*, Motion, Case No. 2:12-cv-00103, ECF No. 451-1 (Apr. 15, 2016).

> United States Dollars to **one or more escrow accounts** (the "Settlement Funds") by Settlement Class Counsel . . .

Amended Settlement Agreement at ¶ 38 (emphasis added).

Compare also:

> 40(f). . . . The **Trustee** and/or Settlement Class Counsel shall indemnify and hold the Mitsubishi Electric Defendants and the Releasees harmless for Taxes and Tax Expenses (including taxes payable by reason of such indemnification).

Settlement Agreement at ¶ 40(f) (emphasis added).

> 40(f). . . . The **Escrow Agent** and Settlement Class Counsel shall indemnify and hold the Mitsubishi Electric Defendants and the Releasees harmless for Taxes and Tax Expenses (including taxes payable by reason of such indemnification).

Amended Settlement Agreement at ¶ 40(f) (emphasis added).

There are no other substantive differences between the Settlement Agreement and Amended Settlement Agreement. The parties to those Agreements and the Settlement Amount of $64,229,268.00 remain unchanged. The arguments set forth in the Memorandum of Law in Support of End-Payor Plaintiffs' Motion for Preliminary Approval of Proposed Settlement with Mitsubishi Electric Defendants and Provisional Certification of Settlement Classes ("Memorandum of Law")[5] likewise support preliminarily approving the proposed amended settlement between EPPs and Mitsubishi Electric. EPPs therefore ask the Court to consider said Memorandum of Law in its determination of whether to grant this motion.

Based on the previously submitted Memorandum of Law, and for the foregoing reasons, EPPs respectfully request that the Court grant this motion for preliminary approval of the proposed amended settlement and that the Court enter the accompanying Proposed Order:

1. Vacating the June 8, 2016 Order;

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[5] *See*, *e.g.*, Motion, Case No. 2:12-cv-00103, ECF No. 451 (Apr. 15, 2016).

2. Preliminarily approving the Amended Settlement Agreement (Ex. A);
3. Provisionally certifying the proposed Settlement Classes;
4. Staying the proceedings against the Mitsubishi Electric Defendants (as defined in the Amended Settlement Agreement) in accordance with the terms of the Amended Settlement Agreement;
5. Appointing Interim Co-Lead Class Counsel for EPPs as Settlement Class Counsel for this settlement.

Date: August 12, 2016

Respectfully submitted,

/s/ Steven N. Williams
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Interim Liaison Class Counsel for the Proposed End-Payor Plaintiff Classes

CERTIFICATE OF SERVICE

I hereby certify that on August 12, 2016 I caused the foregoing END-PAYOR PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF PROPOSED AMENDED SETTLEMENT WITH MITSUBISHI ELECTRIC DEFENDANTS AND PROVISIONAL CERTIFICATION OF SETTLEMENT CLASSES to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ Steven N. Williams
Steven N. Williams